

RESOLUTION NO. 2023-25
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL TO
ENTER INTO THE JOINT AGREEMENT FOR REIMBURSEMENT OF
CONSTRUCTION AND INSTALLATION COSTS OF TRAFFIC CONTROL DEVICES
WITH MAYFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION AND
HIGHLAND HEIGHTS, OHIO**

WHEREAS, Mayfield Village, Highland Heights and the Mayfield City School District Board of Education have agreed to share the cost of the installation of certain traffic control devices at the intersection of Wilson Mills and Miner Road; and

WHEREAS, pursuant to the Joint Agreement for Reimbursement of Construction and Installation Costs of Traffic Control Devices, Mayfield Village and Highland Heights will each contribute \$100,000.00 for the cost of the installation of certain traffic control devices at the intersection of Wilson Mills and Miner Road and the Mayfield City School District Board of Education will be responsible for all remaining costs; and

WHEREAS, Mayfield Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into the Joint Agreement for Reimbursement of Construction and Installation Costs of Traffic Control Devices with Highland Heights and the Mayfield City School District Board of Education for the installation of certain traffic control devices at the intersection of Wilson Mills and Miner Road.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into the Joint Agreement for Reimbursement of Construction and Installation Costs of Traffic Control Devices with Highland Heights and the Mayfield City School District Board of Education for the installation of certain traffic control devices at the intersection of Wilson Mills and Miner Road, in a form substantially similar to the Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council, and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary services and equipment to ensure that this public safety project may proceed and is properly supported. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: March 20, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: March 20, 2023



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.
Director of Law

ATTEST: 

MARY E. BETSA, MMC
Clerk of Council

**JOINT AGREEMENT FOR REIMBURSEMENT OF
CONSTRUCTION AND INSTALLATION COSTS OF TRAFFIC
CONTROL DEVICES**

This Joint Agreement for Reimbursement of Construction and Installation Costs of Traffic Control Devices (“Agreement”) is made and entered into this ___ day of ___, 2023 by and between the Mayfield City School District Board of Education (“Board”), the City of Highland Heights, Ohio, a municipal corporation (“City”) and Mayfield Village, Ohio, a municipal corporation (“Village”), (collectively the “Parties”).

WITNESSETH:

WHEREAS, it is the intent of this Agreement to set forth the terms and conditions among the Parties for the installation of certain traffic control devices at the intersection of Wilson Mills and Miner Road and as is more fully described in the Scope of Work Section below (“Project”).

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF WORK. The scope of work for the Project shall include the furnishing of labor, supplies, equipment and materials to perform all operations necessary for the acceptable construction and installation of the traffic control devices in strict accordance with the plans, notes and specifications on file with the Board. The plans, notes and specifications shall include but not be limited to all necessary insurances and appropriate safety measures. The specific location for the traffic control devices is as follows:

The intersection of Miner Road and Wilson Mills Road.

2. COST OF CONSTRUCTION. The cost of the equipment and the installation of the Project is estimated to be Three Hundred Sixty-Four Thousand Nine Hundred Sixty and 20/100 Dollars (\$364,960.20), and shall be split among the Parties. A copy of the detailed cost of construction is attached hereto and incorporated herein as Exhibit “1”. The City and the Village agree that each shall contribute One Hundred Thousand Dollars (\$100,000.00) to the Project and the Board agrees that it will pay the remaining cost.

3. MANAGEMENT OF THE PROJECT. The Board shall assume all Project management, including construction management and the entering into of all contracts required to complete the scope of work for the Project and shall perform all tasks as required, and shall ensure compliance with all applicable federal, state and local laws, including but not limited to those set forth in the Uniform Manual of Traffic Control Devices and require its contractors to pay prevailing wages in the same way that the City and Village are required to pay on municipal public improvement projects. The Project shall be completed no later than January 31, 2024.

4. REIMBURSEMENT OF FUNDS. The Board agrees to pay all costs and expenses for the Project and make payment directly to its contractors. At the completion of the Project, the Board shall invoice the City and Village for reimbursement of their respective contribution. Upon review by the City and the Village of the invoice, which shall contain a certification of all

costs and expenses for the Project paid by the Board, the City and Village shall each make a payment to reimburse the Board of their contribution as agreed herein. Reimbursement shall be made in a timely manner.

5. TERM OF AGREEMENT. This Agreement will be effective as of the date set forth above and will continue in full force and effect until full reimbursement, by the City and Village, to the Board has been made.

6. PROGRESS REPORTS. Until completion of the Project, the Board shall make at least quarterly progress reports, in such detail as may reasonably be requested by the City and the Village, as to the actual progress of the Project. The progress reports shall be set to the Mayor and Engineer of the City and the Village.

7. DISCRIMINATION PROHIBITED. The Board must not discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin, or ancestry in the construction and/or management of the Project.

8. AMENDMENTS AND WAIVERS. This Agreement will not be amended, supplemented, or modified except by an instrument in writing, unless approved by the Parties in the same manner and process as the Agreement was initially authorized.

9. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties as to its subject matter, and merges and supersedes all previous discussions, agreements, and undertakings between the Parties with respect to the subject matter of this Agreement.

10. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which constitute an original, but all of which constitute one agreement. Any Party to this Agreement may sign this Agreement by signing any counterpart. Additionally, the Parties agree that for purposes of facilitating the signing of this Agreement, the signature pages taken from the separate, individually executed counterparts of this Agreement may be combined to form multiple fully signed counterparts.

All executed counterparts of this Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

11. NOTICE. All notices, communications, requests, and demands between the Parties required or permitted to be given under this Agreement to be effective must be in writing (including without limitation electronic), and unless otherwise expressly provided will be deemed to have been sufficiently given or made when physically delivered or mailed by U.S. registered or certified mail, or in the case of notice by electronic transmission when received and electronically or telephonically confirmed, addressed as follows, or to any other address as may be provided in writing by the Parties:

If to the City:

City of Highland Heights, Ohio
Attention: Mayor Chuck Brunello, Jr.
5827 Highland Road
Highland Heights, Ohio 44143
Telephone: 440.461.2440

Electronic Mail: cbrunello@highlandheights.com

If to the Village:

Mayfield Village, Ohio
Attention: Mayor Brenda T. Bodnar
6622 Wilson Mills Road
Mayfield, Ohio 44143
Telephone: 440.461.2210

Electronic Mail: bbodnar@mayfieldvillage.com

If to the Board:

Mayfield City School District Board of Education
Attention: Scott Snyder, Treasurer
1101 SOM Center Road
Mayfield Heights, OH 44124
Telephone: 440.995.6800

Electronic Mail: ssnyder@mayfieldschools.org

12. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon, and inure to the benefit of the Board, the Village and the City, and their respective successors and assigns.

13. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties under this Agreement, will be governed by, construed, and interpreted in accordance with the law of the State of Ohio without regard to conflict of laws principles.

14. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

15. CONFLICTS. In the event any provision(s) of this Agreement conflicts with any provision(s) of any federal, state or local law, the conflict shall be resolved by application of the federal law, state law (if applicable), local law, and then the Agreement, in that order.

16. HEADINGS. The headings contained in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

[Signature Page Follows]

APPROVED BY:

**MAYFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Scott Snyder, Treasurer

Date

MAYFIELD VILLAGE, OHIO



Brenda T. Bodnar, Mayor

3.20.23
Date



Stephen Schutt, Council President

3.20.23
Date


APPROVED AS TO LEGAL FORM:



Diane A. Calta, Director of Law
Mayfield Village, Ohio

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.



Ronald C. Wynne, Director of Finance
Mayfield Village, Ohio

CITY OF HIGHLAND HEIGHTS, OHIO

Chuck Brunello, Jr., Mayor

Date

Ann M. D'Amico, Council President

Date

APPROVED AS TO LEGAL FORM:

Michael P. Lograsso, Director of Law
Highland Heights, Ohio

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of Highland Heights, Ohio, I certify that as of the date of execution of the within Agreement, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Joseph G. Filippo, Director of Finance
Highland Heights, Ohio

